

ReservHOTEL Representation Agreement

This agreement is made as of _____ between _____ the Hotel (as hereinafter defined) and ReservHOTEL, LLC (hereinafter defined as "ReservHOTEL").

WITNESSETH

Whereas, the Hotel desires to engage ReservHOTEL as its reservation representative for the Hotel in accordance with the terms and conditions of, and subject to the limitations contained in, this Agreement.

NOW, THEREFORE, the Hotel and ReservHOTEL covenant agree as follows:

HOTEL NAME:	_____		
ADDRESS:	_____		
CITY:	_____	STATE:	_____
COUNTRY:	_____	POSTAL CODE:	_____
TELEPHONE:	_____	FAX:	_____
EMAIL:	_____	ATTN:	_____

(Please Print)

ARTICLE 1 Major Terms

1.1 ReservHOTEL Fees

One Time Set-up fee	\$15.00	
Proprietary Website Fee (FastLink)	\$6.00	per net reservation (no commission)
Monthly Minimum	\$50.00	
Update Fee	NONE	

1.2 Commissions and other fees

ReservHOTEL commission	7% for all bookings
------------------------	----------------------------

All percentages are computed on the Hotel's room rates as booked by the customer for each night booked.

Electronic Distribution fee	\$6.99 per booking
-----------------------------	---------------------------

We typically incur fee increases each year from the GDS's and other distribution systems. Therefore, we reserve the right to increase the electronic distribution fees we charge without prior notification in order to compensate for the fee increases we incur.

Travel Agency Commission	10% for all travel agency reservations
--------------------------	---

This includes internet distribution system travel portals as well as traditional brick and mortar travel agencies.

Notes for Reservation Fee and Commissions

1. The Monthly Minimum fee is a true minimum fee and is not an additional fee. This fee will only come into effect if your monthly invoice is calculated to be less than \$50. For example, if your monthly payment is calculated to be \$32, you will be charged \$50 instead. If your monthly payment is calculated to be \$65, then you will be charged \$65 because the monthly minimum has already been met.
2. ReservHOTEL is not responsible for paying travel agency commissions. Commission payments should be issued separately to ReservHOTEL and also to Travel Agencies as applicable.
3. Reservation fees and automation charges are only payable on actual stays. No-shows and cancellations are not payable provided the Hotel gives ReservHOTEL written notice of such no-shows or cancellations within thirty (30) days from the receipt of the invoice that includes the billing for such no-shows or cancellations.
4. ReservHOTEL will accept up to 12% of no shows based on monthly totals with no penalty assessed. All no- shows exceeding 12% will result in a penalty of full payment of GDS fees. Otherwise, all amounts billed shall be deemed to have been approved by the Hotel and due pursuant to this agreement. ReservHOTEL reserves the right to verify these no-shows with the originating source (travel agency, etc.).
5. All adjustments to reservations must be made within 30 days after the end of the prior month.
6. All fees are presented in USD.

Term of Agreement

The term of this agreement shall commence as of the date hereof and shall continue for one year to be automatically renewed on a month to month basis.

ARTICLE 2 ENGAGEMENT OF RESERVHOTEL

2.1 Services of ReservHOTEL

Hotel hereby authorizes and engages ReservHOTEL to act as the Hotel reservations representative for the hotel during the term for the following distributions systems at a minimum:

Amadeus		Sabre	
Galileo/Apollo		Worldspan	
Pegasus ODD		FastLink (ReservHOTEL Internet Booking Engine)	

As to the Automated Reservation Systems, the engagement of ReservHOTEL is exclusive, and Hotel agrees to terminate, on or prior to the effective date, all existing reservation agreements with similar or competitive Reservation System Providers. ReservHOTEL agrees to perform such services for Hotel, in compliance with all the terms and conditions hereof. In particular, ReservHOTEL shall:

- 2.1.1 Enter the Hotel into the Automated Reservation Systems;
- 2.1.2 Process bookings where space is available and other inquiries regarding the Hotel from customers; with rates approved by Hotel;
- 2.1.3 Cooperate with Hotel in maintaining good relations with the Customers and assist, at no cost to ReservHOTEL, Hotel in complying with terms of the Hotel obligations to customers;
- 2.1.4 Forward all bookings from Customers to Hotel on a timely basis;
- 2.1.5 Make ReservHOTEL's executive staff available to consult with and advise at reasonable request

- 2.1.6 Rates: ReservHOTEL will sell rooms at rack, corporate and all other rates provided and authorized by Hotel. It is the Hotel's responsibility to provide and update rates and to honor such rates provided to the client and confirmed by ReservHOTEL.

OBLIGATIONS OF HOTEL

- 2.2.1 Hotel shall furnish ReservHOTEL with current space availability at the Hotel and room rates at appropriate intervals. ReservHotel should always have valid rates for at least one year. If Hotel fails to provide one-year rates, Hotel will not show available for those dates. The Hotel will also supply sufficient promotional materials to effectively promote and sell the Hotel as ReservHOTEL reasonably requests from time to time. ReservHotel shall approve all uses of ReservHOTEL's name, logo, servicemark or telephone number.
- 2.2.2 Reservations which have been confirmed by ReservHOTEL, according to the information provided by the Hotel, must be honored. Hotel is responsible for claims on reservations not honored due to overbookings and reservations taken prior to closeouts being received or in the event the Hotel fails to report a closeout.
- 2.2.3 Closeouts: Hotel closeouts sent to ReservHOTEL via fax will be processed immediately upon receipt except for weekend arrivals, which must be received before 2:00 EST on Fridays. Closeouts done by the hotel via the Internet are updated immediately by the system. Reservations made prior to the closeout time must be honored or comparable alternate accommodations found for the guest(s).
- 2.2.4 Hotel is solely responsible for the payment of travel agent commissions. ReservHOTEL will forward travel agent information to Hotel with applicable reservation.
- 2.2.5 Hotel will provide ReservHotel with a list of "no-shows" and shorter or longer stays with payment of invoice.

ReservHOTEL Compensation and Accounting

- 3.1 ReservHOTEL Fees: Hotel agrees to pay ReservHOTEL's Fees and commissions for its services. The cost of any special promotion previously approved in written form, will be invoiced separately and must be paid in full upon receipt.
- 3.2 ReservHOTEL will invoice the Hotel(s) on the first day of each month for the commissions and automation charges. ReservHOTEL's payment is due upon receipt of invoice in US Dollars.
- 3.3 ReservHOTEL reserves the right to discontinue service for non-payment 60 days from due date, unless payment arrangements have been accepted by ReservHotel.
- 3.4 ReservHOTEL provides the following payment options:
- Wire Transfer:
 - Wachovia Bank
 - 1798 NE Miami Gardens Drive
 - North Miami Beach, FL 33179
 - Name of account: ReservHOTEL, LLC
 - Acct #: 2000027422685
 - Bank Routing (ABA) 063000021
 - Swift: PNBPU33
 - Check drawn on a U.S. bank to ReservHOTEL, LLC
 - Perot Travel Agency Commission Services Program (If applicable)
 - Credit Card (for Hotel owners): American Express, Visa, Master Card, Diners Club, Discover and JCB Charge (ReservHotel needs an authorization letter with signature). ReservHotel can provide standard form.

3.5 All transactions under this agreement shall take place at and all amounts due under this agreement are due and payable in USD at ReservHOTEL's offices at: 3363 NE Sunny Isle Blvd., North Miami Beach, FL 33160, USA. All amounts over 30 days past due shall bear a late fee of 1.5 percent per month. The hotel shall pay all costs of collection of past due amounts, including reasonable attorney's fees, expenses and court costs. THE LAWS OF GEORGIA SHALL GOVERN THIS AGREEMENT.

IN WITNESS WHEREOF, Hotel(s) and ReservHOTEL, acting by and through their proper and duly authorized officers or representatives, have each duly executed this agreement under seal the day and year first above written.

ReservHOTEL, LLC

Hotel

By: Keith Cotton

By: _____

Title: Managing Director

Title: _____

Date: _____

Date: _____